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PATENT
Customer No. 22,852
Attorney Docket No. 01035-0036-01000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Daniel L. COX) Group Art Unit: 3738
Application No.: 10/657,768) Examiner: Cheryl L. Miller
Filed: September 8, 2003) Confirmation No.: 3956
For: AUSTENITIC NITINOL MEDICAL)
DEVICES)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

04/14/2006 JAD001 00000059 10657768
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Sir:

TERMINAL DISCLAIMER

Assignee, Advanced Cardiovascular Systems, Inc., duly organized under the laws of the state of California and having its principal place of business at 3200 Lakeside Drive, Santa Clara, California in the United States represents that it is the only assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/657,768 filed September 8, 2003 for AUSTENITIC NITINOL MEDICAL DEVICES in the name of Daniel L. Cox as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 011289, Frame 0489 in the parent application, Application No. 09/713,708, filed November 14, 2000, now U.S. Patent No. 6,626,937. The above-identified application was filed under 37 CFR 1.53(b) as a continuation application of Application No. 09/713,708, now U.S. Patent No. 6,626,937.

Assignee, Advanced Cardiovascular Systems, Inc., further represents that title to the above-identified application and the United States Patent No. 6,626,937 are in assignee, as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 011289, Frame 0489.

To obviate a double patenting rejection, assignee hereby disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, Application No. 10/657,768, which would extend beyond the expiration date of Patent No. 6,626,937, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,626,937, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on Application No. 10/657,768 that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of Patent No. 6,626,937, as presently shortened by any terminal disclaimer, in the event that Patent No. 6,626,937: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this reply, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. 1.136 not accounted for above, such an extension is requested and the fee should also be charged to our Deposit Account.

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: April 13, 2006

By: 

Louis M. Troilo
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